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ABSTRACT

This monograph provides comparative data to assist community colleges in analyzing, planning, and negotiating collective bargaining agreements within the context of a comprehensive Contract Item Analysis (CIA) model. In the monograph, the CIA model is applied to agreements reached in the Illinois Community College System (ICCS), although it provides a framework for negotiating contracts at any academic institution. The first of the report's three sections studies the common characteristics of community college contracts in the ICCS and compares provisions relating to bargaining status, length of contract, teaching load, academic freedom, benefits and leave, grievance definitions and procedures, management rights, and no-strike clauses. The second section outlines the use of the CIA model for: (1) analyzing current or proposed contract language; (2) developing alternative language or counter-proposals; and (3) reacting to union language presented at the outset of or during negotiations. The third section applies the CIA model to four key contract provisions (i.e., grievance procedures, class size, teaching load, and office hours); discusses sample contract language and its implications; and proposes alternative language and actions. Appendices provide a breakdown of bargaining unit membership in the ICCS and a glossary of collective bargaining terms. (HB)

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A COLLECTIVE BARGAINING CONTRACT ANALYZER

FOR

COMMUNITY COLLEGES

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TABLE OF CONTENTS

	Page
Acknowledgements	2
Contributors	3
List of Tables	4
List of Figures	5
Introduction	6
Chapter 1 Common Characteristics of Community College Contracts . . .	7
Chapter 2 The Contract Item Analyzer Process	33
Chapter 3 An Application of the Contract Item Analyzer	37
End Notes	48
Appendices	
A. Unit Membership	49
B. Glossary of Collective Bargaining Terms	55

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LIST OF TABLES

	Page
Table 1 Illinois Community Colleges Participating in Collective Bargaining	7
Table 2 Illinois Community Colleges Without Formal Contracts	8
Table 3 Organizational Affiliation	9
Table 4 Length of Contract	9
Table 5 Annual Openers	10
Table 6 Part-Time Faculty Status	11
Table 7 Academic Year Calendar	12
Table 8 Class Size Limits	13
Table 9 Teaching Load Provisions	14
Table 10 Academic Freedom	15
Table 11 Minimum Office Hours	16
Table 12 Insurance	17
Table 13 Retirement Provisions	18
Table 14 Tuition Waiver and Reimbursement	19
Table 15 Leaves	21
Table 16 Sick Leave	22
Table 17 Association/Union Leave	23
Table 18 Dues Deduction Provisions	24
Table 19 Maintenance of Membership	25
Table 20 Personnel File Clause	25
Table 21 Grievance Definition and Scope	26
Table 22 Grievance Resolution	27
Table 23 Impasse Procedures	28
Table 24 Management Rights Clause	28
Table 25 No-Strike Clause	29
Table 26 Effect of Agreement	30
Table 27 Summary	31

LIST OF FIGURES

Figure	Page
1. Contract Item Analysis (CIA) Process Model	33
2. Contract Item Analysis (CIA) Illustration	35
3. Contract Item Analyzer (CIA) (Grievance Definition)	38
4. Contract Item Analyzer (CIA) (Grievance Process)	39
5. Contract Item Analyzer (CIA) (Class Size)	40
6. Contract Item Analyzer (CIA) (Teaching Load)	42
7. Contract Item Analyzer (CIA) (Office Hours)	45
8. Contract Item Analyzer (CIA) (Sample Form)	47

INTRODUCTION

With projected declines in traditional college age student groups, austerity budgeting, inflation, and reductions in federal support of post-secondary education, collective bargaining continues to be a significant issue on community college campuses throughout the United States. In 1980, 415 public two-year colleges participated in faculty collective bargaining. Approximately 33% of all community colleges and 42% of all public two-year colleges have negotiated faculty contracts.*¹ Twenty-five states have collective bargaining laws which cover faculties in post-secondary education. Some states, like Illinois, also have many community college faculties that bargain without benefit of statute.²

Collective bargaining in public community colleges continues to be a major concern of both faculty and management; there is no evidence to indicate change in the near future. At the 1981 convention of both the American Federation of Teachers and the National Education Association, resolutions were introduced making the unionization of higher education a leading priority.³ The proposed alliance between the two faculty unions and the American Association of University Professors may encourage bargaining on additional college campuses. The current higher education membership in these three groups exceeds 200,000.⁴

During the 1979-80 academic year there were 242 teacher strikes in colleges and universities.⁵ By far, most of these strikes occurred at public community colleges, which have historically been the most unionized segment in higher education.

Collective bargaining to be dealt with constructively must be understood. This monograph has been published by Illinois State University to meet current research and information needs of public community colleges about collective bargaining. Other than national unions, there is no formal network to assist community colleges with collective bargaining. This report provides comparative data to assist community colleges in analyzing, planning, and negotiating future contracts within a comprehensive model. The model for analysis of collective bargaining issues has applicability to all academic institutions; however, institutions composing the Illinois Community College System are used to demonstrate the use of the model. The Department of Educational Leadership, Gonzaga University, is also utilizing the model to analyze community college contracts negotiated in the State of Washington.

Three distinct sections are included in this document: (1) A study of common characteristics of community college contracts,⁶ (2) A suggested process to assist the practitioner in analyzing contract language in preparation for negotiations,⁷ and (3) An analysis of common community college contract articles.⁸

*Footnotes are numbered sequentially throughout the monograph and full citations are located on page 48.

CHAPTER I

CHARACTERISTICS OF COMMUNITY COLLEGE CONTRACTS

Public Illinois community colleges participating in collective bargaining were requested to submit a copy of their current contract. All contracts were analyzed to determine similarities and differences and are reported in Tables 3 through 27.

The contracts come in a variety of shapes, sizes, and print. The Triton contract had only eight articles, but Lake County had thirty-four separate articles. Most college contracts contained a range from thirteen to nineteen articles. The organizational format also falls far short of standardization. Most contracts included the salary schedule within the body of the contract, although some chose to attach salary and extra-curricular schedules as an appendix. Few similarities were found in the order in which items appeared. All contracts included a table of contents but only a few included an index. Other obvious variations were present in the quality of reproduction, typing, pagination, and style.

Bargaining Status

The community colleges composing the Illinois system and their collective bargaining status are found in Tables 1 and 2. Twenty of the 39 public community college districts in Illinois (51.3%) engage in formal collective bargaining leading to a written contract (see Table 1). The remaining districts do not, at this time, engage in formal bargaining (see Table 2). Many of the colleges listed in Table 2 engage in "meet and confer" sessions with faculty representatives. Membership in one or more unions is not uncommon in these non-bargaining districts.

TABLE 1

ILLINOIS COMMUNITY COLLEGES PARTICIPATING
IN COLLECTIVE BARGAINING

District Number		District Name
1.	522	Belleville
2.	508	Chicago
3.	512	Harper
4.	519	Highland
5.	514	Illinois Central
6.	513	Illinois Valley
7.	525	Joliet
8.	532	Lake County
9.	536	Lewis and Clark
10.	501	Logan
11.	528	McHenry
12.	524	Moraine Valley
13.	527	Morton
14.	515	Prairie State
15.	518	Sandburg
16.	506	Sauk Valley
17.	534	Spoon River
18.	510	Thornton
19.	504	Triton
20.	516	Waubensee

TABLE 2

ILLINOIS COMMUNITY COLLEGES WITHOUT FORMAL CONTRACTS

District Number		District Name
1.	501	Kaskaskia
2.	502	DuPage
3.	503	Black Hawk
4.	505	Parkland
5.	507	Danville
6.	509	Elgin
7.	511	Rock Valley
8.	517	Lakeland
9.	520	Kankakee
10.	521	Rend Lake
11.	523	Kishwaukee
12.	526	Lincoln Land
13.	529	Illinois Eastern
14.	531	Shawnee
15.	533	Southeastern
16.	535	Oakton
17.	537	Richland
18.	539	John Wood
19.	601	SCC, East St. Louis

Organizational Affiliation

Of the colleges participating in collective bargaining, 13 (65%) are represented by affiliates of the American Federation of Teachers/Illinois Federation of Teachers (AFT/IFT) and six (25%) colleges are affiliated with the National Education Association/Illinois Education Association (NEA/IEA). In addition, one college is represented by both the American Association of University Professors (AAUP), and the American Federation of Teachers (AFT/IFT). The faculty pay dues to both organizations.⁹ Only one college engaging in formal collective bargaining has an independent faculty union.

TABLE 3
ORGANIZATIONAL AFFILIATION

NEA/IEA	AFT/IFT	AAUP	Independent
Lewis and Clark	Belleville	Belleville	Illinois Central
Logan	Chicago*		
McHenry	Harper*		
Sandburg	Highland		
Sauk Valley	Illinois Valley		
Spoon River	Joliet		
	Lake County		
	Moraine Valley*		
	Morton*		
	Prairie State		
	Thornton*		
	Triton*		
	Waubonsee		

*The unions representing the teachers of these Cook County colleges are chapters of the Cook County College Teachers Union, Local 1600 AFT, AFL-CIO. Each campus chapter affiliation negotiates its contract individually.

Length of Contract

Multiple-year contracts are more common than single-year contracts among the community colleges included in this study. Nine colleges have two-year contracts; eight have three-year contracts. Thornton initially negotiated a multi-year contract, however, the parties agreed to automatically extend the contract indefinitely, one year at a time and renegotiation of the existing contract may take place if formally requested by either party.

TABLE 4
LENGTH OF CONTRACT

1 Year	2 Years	3 Years
Harper	Highland	Belleville
Illinois Central	Illinois Valley	Chicago
Thornton	Lake County	Joliet
	McHenry	Lewis and Clark
	Morton	Logan
	Sandburg	Moraine Valley
	Sauk Valley	Prairie State
	Spoon River	Triton
	Waubonsee	

Reopener Clauses

A reopener clause is a provision in a multi-year contract which states the times and circumstances under which certain parts of the agreement, usually wages, can be renegotiated before the agreement expires. Four of the multiple-year contracts analyzed in this study contained provisions to reopen negotiations on an annual basis (Belleville, Lewis and Clark, Prairie State, and Triton). Triton requires Board of Trustee approval to reopen negotiations, but there is no limit on the issues that can be negotiated if the union provides a 30-day notice and gains board approval to negotiate. Lewis and Clark allows the union to unilaterally call for a reopening of negotiations; 90-day notification is required. Prairie State has a reopener clause specifying that only a few issues can be negotiated, including salary, overload, stipends, and insurance. The Belleville contract is even more restrictive. Negotiations can be reopened solely to discuss salary if the union provides a 90-day notice.

TABLE 5
MULTIPLE-YEAR CONTRACTS WITH ANNUAL OPENERS

Contracts with Reopeners	Subjects for Renegotiation
Triton	- Optional--Board of Trustees decides
Lewis and Clark	- Any issue, 90-day notice
Prairie State	- Salaries including overload pay, stipends, and insurance
Belleville	- Salary only, 90-day notice

Unit Membership

Unit membership refers to the group of employees represented by a single bargaining agent. Unit membership varied from college to college (see Appendix B). Some colleges excluded Division/Department Chairpersons, others included them within the unit. One contract (Joliet) both includes and excludes portions of the chairperson's role. The Joliet contract excludes the "... president, other administrative, executive and supervising personnel, and the portion of the department chairperson's role that is administrative."¹⁰ Most contracts exclude part-time employees from the unit. However, three colleges (Morton, Spoon River, and Triton) do not specifically exclude part-time faculty members from the bargaining unit (see Table 6). Belleville provides participation for part-time faculty holding at least a 60 percent appointment (e.g., prorated sick leave, full hospitalization, and prorated salary according to the schedule). Part-time faculty at Belleville have no other contractual benefits. Sandburg includes all "regular" full-time faculty in the unit and provides full

benefits to part-time faculty members holding at least a 75 percent appointment. Some contracts are ambiguous concerning unit membership. Often these contracts include only full-time faculty, but they fail to define what constitutes full-time faculty status.*

TABLE 6
PART-TIME FACULTY STATUS

Contracts Protecting Part-Time Faculty	Contracts Not Including Part-Time Faculty
Belleville (partial protection) for part-time faculty holding 3/5 appointment or more	Chicago
Sandburg (included part-time faculty with at least 3/4 appointment)	Harper
	Highland
	Illinois Central
	Illinois Valley
	Joliet
	Lake County
	Lewis and Clark
	Logan
	McHenry
	Moraine Valley
	Morton
	Prairie State
	Sauk Valley
	Spoon River
	Thornton
	Triton
	Waubonsee

Academic Year Calendar

Seven of the college contracts (35%) did not include the subject of an academic calendar. The Belleville contract clearly indicated that the administration developed the academic calendar to be considered by the board. Eleven of the college contracts (55%) indicated that recommendations and suggestions from faculty representatives are presented to the Board in developing the academic year calendar. Two of the colleges (Chicago and Triton) included the calendar in the negotiated contract.

*Without legislation, Illinois Community colleges have no legal guidelines for unit determination. No consistent patterns have emerged. States with labor laws usually prescribe guidelines for unit determination based upon several criteria, such as community of interest, employee desires, bargaining history and the administrative organization of the employer.

TABLE 7
ACADEMIC YEAR CALENDAR

College	Academic Calendar Provisions Not Included	Recommendations from Faculty Representative to the Administration/Board	Incorporated Calendar into Contract	OTHER
Belleville				Input from administration only.
Chicago			X	
Harper		X		
Highland		X		
Illinois Central	X			
Illinois Valley	X			
Joliet		X		
Lake County		X		
Lewis and Clark		X		
Logan	X			
McHenry	X			
Moraine Valley		X		
Morton		X		
Prairie State		X		
Sandburg	X			
Sauk Valley	X			
Spoon River	X			
Thornton		X		
Triton			X	
Waubesa		X		
% of Colleges	35%	50%	10%	5%

Class Size Limits

Five colleges (25%) have contracts with either a minimum or a maximum class size provision. One college includes a minimum class size provision, but four other colleges have maximum class size limits. Chicago has a variable class size limit ranging from 25-35 students for day classes and 39 students for evening classes; lecture sections, however, are limited to 150 students. Illinois Valley limits regular classes to 35 students with some exceptions: for example, English courses are limited to 25 students, seminars are limited to 15 students, laboratory and developmental courses are limited to 20 students, and 120 students in lecture sections. Joliet limits rhetoric classes to 33 students per section, and composition courses are limited to 20 students. Thornton limits class size to a maximum of 38 students. Some Thornton courses such as English and business have limits from 22 to 35 students. Highland has no specific provisions for maximum class size but sets the minimum class limit at 15 students. Classes below this minimum number of students require special permission from the administration.

Fifteen contracts (75%) do not designate class size limits. They do specify which administrator is responsible for class size decisions and often provide general criteria and guidelines. One college (McHenry) designates the president or designee this responsibility, but a Class Size Appeals Board has been established to hear faculty complaints. Belleville leaves class size decisions to the administration but does limit laboratory enrollments to stations available.

TABLE 8
CLASS SIZE LIMITS

Contracts with Class Size Maximum or Minimum Limits	Contracts with No Class Size Maximum or Minimum Limits
Chicago (variable)	Belleville
Highland (designated minimum class size)	Harper
Illinois Valley (variable)	Illinois Central
Joliet (variable)	Lake County
Thornton (variable)	Lewis and Clark
	Logan
	McHenry
	Moraine Valley
	Morton
	Prairie State
	Sandburg
	Sauk Valley
	Spoon River
	Triton
	Waubensee

Teaching Load Provisions

All contracts include specific language in regard to teaching load. The community colleges surveyed are on the semester system except Sandburg which is on the quarter system. The details of teaching load vary from college to college. The definition of a full-time teaching load for faculty members range from 24 to 36 semester hours. It should be noted that some contracts also required different work schedules for librarians and counselors. Several colleges weigh teaching hours by subject matter, laboratory sections, and lecture sections. This led to elaborate formulas and a listing of equalized hours. In some colleges four composition courses are considered a full load, while five courses in most other subject areas constitute a full load. In a few cases, laboratory hours are equated with lecture hours. Frequently a ratio of .75 to 1 is utilized. Large lecture classes are also weighted in some contracts. Six contracts had specific provisions for teaching overload courses. Illinois Valley limits overloads to one class per semester, but McHenry allows 10-15 hours of overload per year.

TABLE 9
TEACHING LOAD PROVISIONS

College	Load (Semester Hours per year)	Overload Maximums (Semester Hours per year)
Belleville	28-32	
Chicago	24-26 (Phys. Ed. is assigned 32)	9
Harper	30 but require 4 unique course sections	9
Highland	32	
Illinois Central	30-32	4
Illinois Valley	30	2
Joliet	30-32/Max. 3 preparations	
Lake County	32	
Lewis and Clark	30-32	
Logan	30	
McHenry	30	10-15 possible
Moraine Valley	30	
Morton	30-36	
Prairie State	30	
Sandburg	36*	8 equated hours per quarter*
Sauk Valley	32	
Spoon River	30	
Thornton	26-32	
Triton	28-32	
Waubensee	30	

*Sandburg is the only Illinois public community college with a negotiated contract on the quarter system, therefore the contract provides for an annual teaching load of 48 equated quarter hours.

Academic Freedom

Seventeen (85%) college contracts included language referring to academic freedom. Generally, the majority of these contracts entitled faculty members to freedom in the classroom, in research and publications, and in citizenship!

TABLE 10
ACADEMIC FREEDOM

College	Provision for Academic Freedom	No Provision for Academic Freedom
Belleville		X
Chicago	X	
Harper	X	
Highland	X	
Illinois Central	X	
Illinois Valley		X
Joliet	X	
Lake County	X	
Lewis and Clark	X	
Logan	X	
McHenry	X	
Moraine Valley	X	
Morton		X
Prairie State	X	
Sandburg	X	
Sauk Valley	X	
Spoon River	X	
Thornton	X	
Triton	X	
Waubensee	X	
% of Colleges	85%	15%

Office Hours

All college contracts control office hour provisions. Moraine Valley has no specific requirements but reserves the right to establish them if needed. Moraine Valley requires that the 3:30-5:00 p.m. time period on two days per week be set aside for committee meetings and other college responsibilities. Morton has no minimum number of office hours leaving this decision to the instructors' professional judgment. Morton requires that office hours be posted. Two colleges require a minimum of four office hours, eight colleges require a minimum of five office hours, and six colleges require a minimum of ten office hours. Logan has a variable schedule which requires six to eight office hours based on the number of courses and laboratory sections assigned to the faculty. Many of the contracts require additional office hours if the instructors are assigned overloads.

TABLE 11
MINIMUM OFFICE HOURS FOR TEACHING FACULTY

College	Unspecified Office Hours	4 per wk.	5 per wk.	6-8 per wk.	10 per wk.
Belleville		X			
Chicago					X
Harper					X
Highland	No minimum, but must establish & maintain				
Illinois Central			X		
Illinois Valley			X		
Joliet			X		
Lake County					X
Lewis and Clark					X
Logan				X	
McHenry			X		
Moraine Valley	Board reserves right to require (See Dis- cussion)				
Morton	Professional judgment and must post				
Prairie State		X			
Sandburg			X		
Sauk Valley			X		
Spoon River					X
Thornton			X		
Triton					X
Waubensee			X		

Insurance

All community college contracts analyzed in this study provide health and medical insurance for faculty members. Health insurance cost and coverage varied among the colleges. The amount paid by the employer ranged from total cost of the premium to a minimum of 75 percent.

Table 12 displays a partial picture of the great diversity found among the various insurance benefits provided employees. All colleges also provide life insurance. Three colleges (15 percent) include a disability insurance program. Seven of the colleges (35%) included a dental insurance plan. In addition, miscellaneous insurance coverages were also included in a few contracts. These other insurance coverages and the percent of contracts which included them follow: combined Dental and Vision (10%); Group Auto (5%); Malpractice for Nursing Faculty (5%); Liability (10%); and Prescription Drugs (5%). Lake County provides each employee with \$1200 that may be distributed to eight fringe benefit choices. Illinois Central allows employees to join a health maintenance organization in lieu of health and medical insurance.

TABLE 12

INSURANCE

COLLEGE	LIFE	HEALTH	DISABILITY	DENTAL	GROUP AUTO	MALPRACTICE NURS. FACULTY	LIABILITY	DENTAL & VISION	PRESCR. DRUGS
Belleville	X	X							
Chicago	X	X		X	X	X		X	
Harper	X	X							
Highland	X	X							
Illinois Central	X	X	X				X		
Illinois Valley	X	X							
Joliet	X	X		X					X
Lake County	X	X	X	X					
Lewis and Clark	X	X	X				X		
Logan	X	X							
McHenry	X	X							
Moraine Valley	X	X		X				X	
Morton	X	X							
Prairie State	X	X							
Sandburg	X	X		X					
Sauk Valley	X	X							
Spoon River	X	X		X					
Thornton	X	X		X					
Triton	X	X		X					
Waubesa	X	X							
% of Colleges	100	100	15	40	5	5	10	10	5

Retirement

All colleges belong to the State University Retirement System (SURS). Only a few contracts make no mention of retirement. Eight colleges have made contractual provisions for tax-sheltered annuities, and three colleges have negotiated early retirement.

TABLE 13
RETIREMENT PROVISIONS

College	SURS	Tax-Sheltered Annuity	Early Retirement
Belleville	X		
Chicago	X		
Harper	X	X	
Highland	X	X	
Illinois Central	X	X	
Illinois Valley	X		
Joliet	X		X
Lake County	X	X	
Lewis and Clark	X		
Logan	X		
McHerry	X		
Moraine Valley	X		
Morton	X	X	
Prairie State	X		X
Sandburg	X		
Sauk Valley	X		
Spoon River	X	X	
Thornton	X	X	
Triton	X		X
Waubensee	X	X	
% of Colleges	100	40	15

Tuition Waiver and Reimbursement

Tuition waivers for courses taken at the local community college are one fringe benefit found in many contracts. Table 14 indicates that twelve colleges (60%) provide tuition waivers for full-time faculty members. The majority of the twenty contracts analyzed also provide tuition waivers for spouse and children.

Fifty percent of the colleges provide tuition reimbursement for courses taken at senior colleges for faculty covered by the contract. Some colleges provide reimbursement based upon credit hours while others stipulate a maximum dollar reimbursement. A few colleges include maximums for credit hours and dollar amounts.

TABLE 14
TUITION WAIVER AND REIMBURSEMENT PROVISIONS

College	INTERNAL TUITION WAIVER				SENIOR COLLEGE TUITION REIMBURSEMENT			
	Waiver Provided	No Waiver Provided	Spouse	Children	Tuition Reimbursement Provided	No Tuition Reimbursement Provided	Max. Dollars Per Year For Tuition	Max. Hrs. Per Year Allowed
Belleville		X				X		
Chicago		X				X		
Harper	X		X	X (<24 yrs.)	X		\$480	
Highland	X		X	X	X			
Illinois Central		X				X		
Illinois Valley		X				X		
Joliet	X		X	X		X		
Lake County	X				X		\$500	12 hrs.
Lewis and Clark		X				X		
Logan		X				X		
McHenry	X		X	X	X			
Moraine Valley	X		X (75%)	X (<21 yrs.) X (75%)	X*			
Morton		X				X		
Prairie State	X		X (50%)	X (50%)		X		
Sandburg		X			X		\$200 + Lab Fees	
Sauk Valley	X		X	X (<21 yrs.)	X		\$50/Credit Hr	6 hrs.
Spoon River	X		X	X	X (50%)			
Thornton	X		X	X		X		
Triton	X		X (50%)	X (50%)	X			9 hrs.
Waubesaee	X		X	X (<25 yrs.)	X		\$250	6 hrs.
% of Colleges	60	40	55	55	50	50	\$25	20 hrs.

*If a faculty member is required to take a course by the administration, tuition will be provided.

Leaves

The wide variety of leaves negotiated in the various colleges is displayed in Table 15. Sick leave and association leave are discussed later in this report. Nineteen colleges (95%) negotiated personal business day leaves. The range is from two to six days. Four of the colleges indicate that personal business days were non-cumulative. Sabbatical leaves were negotiated by eighteen of the colleges (90%) surveyed. The majority of these colleges indicated that a sabbatical leave could be granted to a faculty member after that person had taught at that college for six years on a full-time basis.

TABLE 15

LEAVES

College	SICK	PERSONAL BUSINESS	SABBATICAL	UNPAID EXTENDED ABSENCE	SPECIAL	LEGAL	MILITARY	TEACHER EXCHANGE	EDUCATIONAL IMPROVEMENT	FAMILY ILLNESS	FUNERAL, BEREAVEMENT	RELIGIOUS	ASSOCIATION	PROFESSIONAL MEETING	JURY DUTY	MATERNITY/ADOPTION	CHILD REARING	DISABILITY
Belleville	X	X	X	X			X	X		X	X	X		X	X	X		X
Chicago	X	X	X	X	X		X		X		X		X	X	X	X		
Harper	X	X	X				X		X	X	X	X		X	X	X	X	
Highland	X	X	X													X		
Illinois Central	X	X	X								X				X	X		X
Illinois Valley	X	X	X			X	X				X				X	X		
Joliet	X	X	X	X								X			X	X		
Lake County	X		X		X			X						X			X	
Lewis and Clark	X	X	X				X				X		X		X	X		
Logan	X	X	X				X						X			X		
McHenry	X	X	X	X							X				X			
Moraine Valley	X	X	X	X			X		X		X			X	X	X		
Morton	X	X	X				X					X				X		
Prairie State	X	X								X			X		X	X		
Sandburg	X	X	X						X	X					X	X		
Sauk Valley	X	X							X				X		X	X		
Spoon River	X	X	X				X		X		X		X	X	X	X	X	
Thornton	X	X	X				X		X				X		X	X	X	X
Triton	X	X	X				X			X					X	X	X	X
Waubesaee	X	X	X		X		X		X					X	X	X		
% of Colleges	100	95	90	25	15	5	65	10	40	30	50	25	40	40	85	90	20	20

Sick Leave

All community college contracts analyzed provide sick leave. The number of sick leave days ranges from ten to thirty days per year. Five colleges provide substantially more days during the first year of employment and a reduced number of days for each succeeding year. One college, however, provides ten days the first year and then eleven days for each succeeding year.

TABLE 16
SICK LEAVE

College	No. of Days	Cumulative
Belleville	12-16*	Unlimited
Chicago	10	Unlimited
Harper	20/10**	180
Highland	10/11***	Unlimited
Illinois Central	30/15**	210
Illinois Valley	15/10**	Unlimited
Joliet	15	195
Lake County	15	185
Lewis and Clark	10	120
Logan	10	110
McHenry	10	124
Moraine Valley	10	150
Morton	15	0
Prairie State	16	180
Sandburg	15	147
Sauk Valley	15/10**	0
Spoon River	15	200
Thornton	16/12**	204
Triton	20	180
Waubonsee	17	Unlimited

*Belleville provides twelve sick days for nine-month employees, and sixteen days for employees on twelve-month contracts.

**These colleges provide a greater number of sick days the first year of employment. The second number is the number of sick days provided after the first year.

***Highland College provides ten sick days for first year employees and eleven days thereafter.

Four colleges allow unlimited accumulation of sick days. Two colleges either allow no accumulation at all, or it is not stipulated in the contract. In the other colleges, the range of cumulative days is 110 to 210. Only two colleges were identified (Chicago and Waubonsee) that pay employees for unused sick leave upon retirement or upon termination.

In addition, four colleges provide a sick bank (Logan, McHenry, Spoon River and Waubonsee). In a sick bank, each employee contributes one or more days to a common pool. This pool of days may be used by employees when their sick days have been expended and they meet the necessary conditions. Belleville, Joliet, Prairie State and Sauk Valley do not have a formalized sick bank even though the term is used in their contracts. In these colleges they may borrow only their own anticipated accumulation; upon termination they must reimburse the institution for outstanding sick days.

Association/Union Leave

Nine colleges have negotiated association/union leaves. The specific details are shown in Table 17. Prairie State provides an annual leave for union officers, and Triton grants union officers a reduced teaching load. Time off for union conventions is included in most of the contracts with Association leave provided. Joliet also allows the union president or chief negotiator four days off to prepare for contract negotiations.

TABLE 17
ASSOCIATION/UNION LEAVE

Colleges With Association Leaves	Colleges Without Association Leaves
Chicago (Pay salary for up to 12 delegates x 1 week)	Belleville
Joliet (President, 2 days)	Harper
Lewis and Clark (up to 2 people x 5 days) Negotiation leave 4 days for Pres. or chief negotiator	Highland
Moraine Valley (salary for 1; 2 others without compensation)	Illinois Central
Prairie State (annual leave possible for union officer)	Illinois Valley
Sauk Valley (1 person x 5 working days)	Lake County
Spoon River (No specific number of days)	Logan
Thornton (2 paid + 1 without pay)	McHenry
Triton (all officers granted reduced teaching load)	Morton
	Sandburg
	Waubonsee

Dues Deduction

Sixteen colleges (80%) have negotiated dues deduction provisions. Four colleges have contracts without dues deduction provisions.

TABLE 18
CONTRACTUAL DUES DEDUCTION PROVISIONS

Colleges with Dues Deductions Provisions	Colleges Without Dues Deductions Provisions
Chicago	Belleville
Harper	Illinois Central
Highland	Sauk Valley
Illinois Valley	Triton
Joliet	
Lake County	
Lewis and Clark	
Logan	
McHenry	
Moraine Valley	
Morton	
Prairie State	
Sandburg	
Spoon River	
Thornton	
Waubensee	

Maintenance of Membership

One form of union security is maintenance of membership. No employee has to join the union as a condition of employment, but if employees voluntarily join, they must maintain membership payments for the duration of the contract. This ensures cash flow to the union. Most maintenance of membership clauses provide an escape period when employees may cancel their dues deduction. Only three colleges (McHenry, Sandburg, and Spoon River) have negotiated a maintenance of membership clause.

TABLE 19
MAINTENANCE OF MEMBERSHIP

Colleges with Maintenance of Membership Clause	Colleges Without Maintenance of Membership Clause
McHenry	Belleville
Sandburg	Chicago
Spoon River	Harper
	Highland
	Illinois Central
	Illinois Valley
	Joliet
	Lake County
	Lewis and Clark
	Logan
	Moraine Valley
	Morton
	Prairie State
	Sauk Valley
	Thornton
	Triton
	Waubonsee

Personnel File Clause

Eleven colleges (55%) have negotiated contracts that contain personnel file clauses. Eight of these eleven contracts with personnel file clauses allow faculty members to view and reproduce portions of their files. Chicago allows a faculty member to copy any material in the file. Nine other contracts did not mention faculty access to personnel files. Pre-employment recommendations and faculty review board vote records were sometimes excluded from faculty access.

TABLE 20
PERSONNEL FILE CLAUSE

Colleges with Personnel File Clause	Colleges Without Personnel File Clause
Chicago	Belleville
Harper	Highland
Illinois Central	Joliet
Illinois Valley	Lake County
Moraine Valley	Lewis and Clark
Morton	Logan
Prairie State	McHenry
Sandburg	Spoon River
Sauk Valley	Triton
Thornton	
Waubonsee	

Grievance Definition

A grievance is a formal complaint concerning interpretation or application of a collective bargaining contract. This is a narrow definition of grievance. Some individuals and institutions favor a broad definition of grievances which would allow the inclusion of policies, practices, laws and regulations. Our analysis shows that 55% of the colleges have negotiated grievance clauses that broadly interpret grievances. Forty percent of the contracts have a narrow interpretation of grievance. The Spoon River contract states that their grievance procedure will be negotiated in the fall of 1981. The Belleville contract does not define grievances at all; this is the broadest interpretation possible.

TABLE 21
GRIEVANCE DEFINITION

College	Definition	Broad Interpretation	Narrow Interpretation
Belleville	Undefined	x	
Chicago	Provisions of contract and past practices	x	
Harper	Provisions of contract only		x
Highland	Provisions of contract and established policy	x	
Illinois Central	Provisions of contract		x
Illinois Valley	Provisions of contract		x
Joliet	Provisions of contract		x
Lake County	Provisions of contract		x
Lewis & Clark	Provisions of contract		x
Logan	Provisions of contract		x
McHenry	Provisions of contract Board policy Board practice	x	
Moraine Valley	Provisions of contract Board policy	x	
Morton	Provisions of contract		x
Prairie State	Provisions of contract and Board policy	x	
Sandburg	Provisions of contract		x
Sauk Valley	Provisions of contract		x
Spoon River	Being redefined*		
Thornton	Provisions of contract Policies, rules and regulations	x	
Triton	Provisions of contract Policy and practices	x	
Waubensee	Provisions of contract		x
% of Colleges		55%	45%

*As of October 1, 1981, the college had not accomplished this redefinition.

Grievance Resolution

Fourteen colleges (70%) have negotiated binding arbitration of grievances leaving resolution of grievances to neutral third parties. Four colleges (20%) have advisory arbitration of grievances which allows the Board to ignore the arbitration recommendation if it disagrees. One contract specifies that the board of trustees makes the final decision. Spoon River is in the process of rewording its grievance procedure.

TABLE 22
THE FINAL STEP IN THE GRIEVANCE PROCESS

Board of Trustees	Advisory Arbitration	Binding Arbitration
Logan	Belleville Morton Sandburg Triton	Chicago Harper Highland Illinois Central Illinois Valley Joliet Lake County Lewis and Clark McHenry Moraine Valley Prairie State Sauk Valley Thornton Waubonsee

Impasse Procedures

Impasse is the term used to describe the situation which exists when, during negotiations for a new contract, no further progress can be made toward reaching an agreement. Impasses sometime lead to strikes. In the public sector, where strikes are usually prohibited, impasses are frequently resolved by the intervention of a neutral third party, such as a mediator, fact-finder, or arbitrator.

Only four colleges have negotiated impasse procedures. Three of these contain very brief articles calling for mediation at impasse and designate the Federal Mediation and Conciliation Service as the mediators (Logan, Lake County, and Sandburg). Sauk Valley, on the other hand, has negotiated a lengthy impasse procedure.

TABLE 23
IMPASSE PROCEDURES

Colleges with Impasse Procedures	Colleges Without Impasse Procedures
Lake County	Belleville
Logan	Chicago
Sandburg	Harper
Sauk Valley	Highland
	Illinois Central
	Illinois Valley
	Joliet
	Lewis and Clark
	McHenry
	Moraine Valley
	Morton
	Prairie State
	Spoon River
	Thornton
	Triton
	Waubesaee

Management Rights

A management rights clause expressly reserves to management certain rights and specifies that the exercise of those rights shall not be subject to the grievance procedure and/or arbitration. Twelve colleges (60%) contained some form of management rights clause.

TABLE 24
MANAGEMENT RIGHTS CLAUSE

Colleges with Management Rights Clause	Colleges Without Managements Rights Clause
Belleville	Harper
Chicago	Illinois Valley
Highland	Joliet
Illinois Central	Lake County
Logan	Lewis and Clark
McHenry	Sauk Valley
Moraine Valley	Spoon River
Morton	Triton
Prairie State	
Sandburg	
Thornton	
Waubesaee	

No-Strike Provisions

Thirteen colleges (65%) have negotiated specific no-strike clauses. Seven colleges (35%) have chosen to leave the subject of work stoppages out of the contract.

TABLE 25
NO-STRIKE CLAUSES

Colleges With No-Strike Clauses	Colleges Without No-Strike Clauses
Belleville	Harper
Chicago	Lake County
Highland	McHenry
Illinois Central	Morton
Illinois Valley	Spoon River
Joliet	Thornton
Lewis and Clark	Triton
Logan	
Moraine Valley	
Prairie State	
Sandburg	
Sauk Valley	
Waubensee	

Savings and Zipper Clauses

A savings clause in a collective bargaining agreement stipulates that the rest of the contract will remain in force if part of the agreement is held to be invalid or unenforceable.

A zipper clause is a provision that specifically states that the written agreement is the complete agreement of the parties and that anything not contained therein is not agreed to unless put into writing and signed by both parties following the date of the agreement. The zipper clause is intended to stop either party from demanding renewed negotiations during the life of the contract. It also works to limit the freedom of a grievance arbitrator because he must make his decision based only on the contents of the written agreement.

Almost all college contracts contained both savings and zipper clauses. However, Illinois Valley had neither. Joliet had the savings clause but did not include the zipper clause. Triton and Spoon River contracts contained the zipper clause but did not include savings clauses.

TABLE 26
EFFECT OF AGREEMENT

College	Savings	Zipper
Belleville	X	X
Chicago	X	X
Harper	X	X
Highland	X	X
Illinois Central	X	X
Illinois Valley		
Joliet	X	
Lake County	X	X
Lewis and Clark	X	X
Logan	X	X
McHenry	X	X
Moraine Valley	X	X
Morton	X	X
Prairie State	X	X
Sandburg	X	X
Sauk Valley	X	X
Spoon River		X
Thornton	X	X
Triton		X
Waubensee	X	X

SUMMARY

Table 27 provides an overview of the scope of collective bargaining in the various Illinois community colleges. The text of this report thus far has highlighted the diversity of contract language. Table 27 indicates that the scope of negotiations (the subjects to be negotiated) is relatively similar throughout the state concerning the traditional subjects of wages, hours, and conditions of employment. Greater diversity exists with the less traditional bargaining areas, i.e., class size, no-strike clauses, etc. Negotiations are idiosyncratic. Diversity should be expected in a dynamic process.

Wages:

All college contracts analyzed designated compensation for the regular academic year. All but one contract (Morton) contained provisions covering wages for the summer term. In addition, all contracts provided for overload pay.

TABLE 27

SUMMARY

WHAT IS NEGOTIATED

COLLEGE	WAGES			FRINGES		COND. OF EMPLOYMENT				EMPLOYEE SECURITY				GRIEVANCE PROCESSES		UNION SECURITY				MANAGEMENT CONCERNS				IMPASSE PROCEDURES								
	Regular	Summer	Overload	Insurance	Tuition Reimbursement	Sick Leave	Class Size	Teaching Load	Academic Freedom	Calendar	Office Hours	Tenure, Evaluation Termination	Reduction in Pay	Seniority	Transfer	Impasse Cases	Final Decision	Binding Arbitration	Advisory Arbitration	Recognition	Dues Deduction	Maintenance & Membership	Association	Leaves	Management Rights	Duration	Savings	Zipper Clause	No Strike	Mediation	Fact Finding	Arbitration
Belleville	X	X	X	X	X	X		X				X	X	X	X				X	X					X	X	X	X	X			
Chicago	X	X	X			X	X	X	X	X	X	X	X	X	X	X		X			X	X		X	X	X	X	X				
Harper	X	X	X	X	X	X		X	X	X	X	X	X	X				X			X	X				X	X	X				
Highland	X	X	X	X	X	X	X	X	X	X	X	X	X					X			X	X			X	X	X	X	X			
Illinois Central	X	X	X	X		X		X	X		X	X	X	X				X			X	X			X	X	X	X	X			
Illinois Valley	X	X	X	X		X	X	X			X	X	X	X				X			X	X			X							
Joliet	X	X	X	X	X	X	X	X	X	X	X	X						X			X	X	X	X		X	X	X				
Lake County	X	X	X	X	X	X		X	X	X	X	X	X					X			X	X				X	X	X				X
Lewis & Clark	X	X	X	X		X		X	X	X	X	X	X	X				X			X	X	X	X		X	X	X	X			
Logan	X	X	X	X		X		X	X		X	X	X	X		X				X	X				X	X	X	X	X			X
McHenry	X	X	X	X	X	X		X	X		X	X	X	X				X			X	X	X			X	X	X				
Moraine Valley	X	X	X	X	X	X		X	X	X	X	X	X	X	X			X			X	X		X	X	X	X	X	X			
Morton	X		X	X		X		X		X	X	X	X							X	X	X			X	X	X	X				
Prairie State	X	X	X	X		X		X	X	X	X	X	X	X				X			X	X		X	X	X	X	X	X			
Sandburg	X	X	X	X	X	X		X	X		X	X	X	X					X	X	X	X			X	X	X	X	X	X		
Sauk Valley	X	X	X	X	X	X		X	X		X	X						X			X			X	X	X	X	X	X	X		X
Spoon River	X	X	X	X	X	X		X	X		X	X	X							X	X	X	X		X	X		X				
Thornton	X	X	X	X		X	X	X	X	X	X	X	X	X				X			X	X		X	X	X	X	X				
Triton	X	X	X	X	X	X		X	X	X	X	X		X					X	X		X		X	X	X	X					
Waubesaee	X	X	X	X	X	X		X	X	X	X	X	X					X			X	X		X	X	X	X	X				
% of Colleges	100	95	100	100	50	100	25	100	85	60	100	100	85	65	10	5	70	20	100	80	15	45	60	100	85	90	65	20	5	0		

Fringes:

The provision of fringe benefits is far from uniform. All colleges provided some insurance benefits. Table 12 indicates that all colleges provide life and health insurance. But the uniformity stops there. Other forms of insurance provided by one or more colleges include disability (15%), vision (10%), group auto (5%), malpractice (5%), liability (10%), dental (40%) and prescription drugs (5%). Other fringes provided include tuition reimbursement, leaves, travel and released time.

Conditions of Employment:

Academic freedom is stipulated in all but four of the contracts. Other conditions of employment surveyed included class size, class load, calendar and office hours. Specific tables are provided within the text for each of these items. Class load is spelled out in all of the contracts but the other factors (class size, calendar and office hours) have been excluded from some of the contracts.

Employee Security

Employee security is one of the prime purposes of union contracts. All but two colleges studied provide procedures for evaluation, tenure and termination. Reduction in force procedures are also generally included in the contracts. Transfer procedures are generally not necessary because most of the colleges have a single campus. Chicago, one of the few campuses with multiple campus locations, does contain a transfer article.

Grievance Procedures

All of the contracts provide a grievance process. Fifteen provide for binding arbitration and six require advisory arbitration. In one instance the board of trustees makes the final decision in grievance resolution.

Union Security

All contracts formerly recognized and identified a union as the exclusive representative of faculty employees. Only sixteen contracts require dues deduction for union membership. Three colleges have established implied maintenance of membership clauses.

Management Concerns

Twelve colleges (60%) negotiated some form of management rights clause. Most contracts carefully spelled out the duration of the contract and provided savings and zipper clauses. This minimizes misunderstandings about the intent, duration and scope of the contract and is therefore classified as a management concern. Unions may also prefer this clarification over ambiguity that would exist without such language. In addition, thirteen contracts (65%) contained no-strike clauses.

Impasse Procedures

Only three colleges provide impasse procedures in their contracts. These three allow mediation and one college also provides for fact finding if mediation fails.

The authors have attempted to describe objectively the current condition of Illinois community college collective bargaining in Chapter I. Chapter II will describe a process that community college management can utilize to identify the implication of contract language. Chapter III analyzes several common contract articles and provides a discussion of implications utilizing the CIA process discussed in Chapter II.

CHAPTER II

THE CONTRACT ITEM ANALYZER PROCESS

All members of the community college management team should be involved in the development of labor contracts. Conventional wisdom of the past suggested that division chairpersons, associate deans and other first line administrators should be shielded from the bargaining process. Many administrators do not want to be involved in bargaining at the table because of their close contact and identification with faculty concerns due to their former teaching status. Bargaining experience is gradually changing this perception of the value of non-involvement. Because they are responsible for implementing the contract after it is negotiated, it has become apparent that first line administrators must be involved in developing management counter proposals even if they are not engaged in face-to-face bargaining.

Each administrator should be given an opportunity to analyze the current contract and proposed new language for implications at the divisional/departamental level. The Contract Item Analysis (CIA) process, developed by the authors, allows first line administrators the opportunity to make recommendations to the negotiating team within a format that is easily assimilated into the management team's preparation procedures for collective bargaining.¹¹

The CIA process (see Figure 1) is a systematic method that may be used for (1) analyzing current contract or proposed new language; (2) developing alternative language or counter proposals; and (3) reacting to union language presented at the outset of the negotiating process and throughout the course of negotiations. An example of the CIA process is found in Figure 1.

FIGURE 1

CONTRACT ITEM ANALYSIS (CIA) PROCESS MODEL

Item: Employee Evaluation 4.4		Department: English Respondent: Jones/Dept. Head
(1) Proposed or Existing Language	(2) Department Level Implication	(3) Alternative Language/ Counters/Actions
(The specific clause to be analyzed is written in total.)	A. General Administration:	(The reactor is expected to suggest what he/she perceives to be acceptable terms or wording.)
	B. Finance:	
	C. Personnel:	
	D. Curriculum:	
	E. Other:	

In column 1 the respondent identifies the specific contract language which should be analyzed. To alleviate the tedium of writing out each clause, the management team could duplicate and distribute to appropriate personnel CIA Forms with the current or proposed language they wish analyzed. This step would both expedite the process as well as reinforce management's desire to receive input from those individuals who manage contracts on a day-to-day basis.

In column 2 the respondent specifies how the language affects major areas of concern. Four key areas of operation are suggested to help analyze the item: A, General Administration; B, Finance; C, Personnel; and D, Curriculum. Miscellaneous implications can also be discussed (see E, Other).

In column 3, the respondent is requested to provide alternative language that would minimize negative implications identified in column 2. The respondent can also recommend some compromise language since the bargaining process often results in compromise.

Figure 2, Contract Item Analysis (CIA) Illustration, provides an example of the end result of the CIA process. The CIA illustration depicts an analysis of a common issue in community college collective bargaining. Classroom observation, if negotiated, must be carefully worded in the contract. Figure 2 demonstrates the input of a departmental/divisional administrator concerning this important issue. In this illustration, middle-management provides a suggested improvement in language to make the contract easier to administer on a daily basis.

FIGURE 2
CONTRACT ITEM ANALYSIS (CIA) ILLUSTRATION

Item: Employee Evaluation 4.4		Department: English Respondent: Janes
(1) Proposed Language	(2) Department Level Implication	(3) Alternative Language/ Counters/Actions
The evaluator shall meet with the employee immediately following the classroom observation to discuss the evaluation.	A. <u>General Administration</u> Schedule impossible to keep. Need time to consider the write-up. Will result in a hazardous evaluation.	<u>Alternative Language:</u> The evaluator shall meet with the employee within 10 school days following the classroom observation to discuss the evaluation.
	B. <u>Finance.</u> Poor write-up could yield a grievance or worse, litigation. Cost of lawyer, fees, and time.	<u>Compromise:</u> Go down to 7 school days.
	C. <u>Personnel.</u> Employee's schedule may prohibit "immediate" response. Secretary must have time to type. May need to be reviewed by personnel director.	
	D. <u>Curriculum:</u> No direct affect noted.	
	E. <u>Other:</u> How do you define "immediately"?	

The CIA process (1) prevents careless elimination of necessary management prerogatives, (2) provides valuable administrative views, (3) develops management cohesiveness by improving communication, (4) assures that quality thinking has gone into the management bargaining package, (5) develops compromise language for later stages of negotiations, (6) serves as a valuable in-service vehicle, and (7) prepares first-line administrators for the rigors and responsibilities of contract management. In addition, people find it easier to support a contract they helped develop.

The utilization of the CIA process is predicated on the assumption that the respondents who analyze the language are aware of the pitfalls of various clauses, specific wording, and ambiguous phrases. Reality tells us otherwise. To insure that management personnel are capable of providing positive reactions and suggestions concerning contract language, in-service programs designed to implement the CIA process would seem essential.

Because the CIA is a process, its application is not limited to a given contract, community college, or, for that matter, a given state. It provides a methodology for negotiating with professional as well as nonprofessional employee unions or associations.

Boards of trustees and top administrators are recognizing the need for a team approach to labor relations. This team effort will not materialize if the first-line administrator remains a neglected figure in the collective bargaining process. Contracts, once negotiated, are managed and implemented by these very administrators. The CIA process is a way to meaningfully involve all first-line administrators in collective bargaining. Use of the CIA should facilitate the administrative team concept and lead to improved contract administration. The authors suggest that the utilization of the CIA process improves the quality of contracts because those who implement the contract are involved in development.

CHAPTER III

AN APPLICATION OF THE CONTRACT ITEM ANALYZER

The purpose of this chapter is to analyze a few key community college contract provisions utilizing the CIA process model. The topics to be analyzed are: (1) grievance procedure, (2) class size, (3) teaching load, and (4) office hours. After becoming familiar with the CIA process, community college administrators may use the CIA forms to evaluate their college's contract and proposed new language submitted by the Union.

The first contract provision to be discussed, and one that causes innumerable problems, is the grievance procedure. A sample grievance article is analyzed utilizing the CIA process (see Figure 3 and Figure 4).

The second contract provision to be discussed is class size. While only a few Illinois community colleges include class size limits in their contracts, such language can be extremely costly. The CIA model is used to illustrate the problems inherent within the class size issue (see Figure 5).

The third common contract item to be analyzed is teaching load. This is an important area to faculty, students, administrators, and taxpayers. All Illinois community colleges include specific language concerning teaching load (see Figure 6).

The last item to be discussed and to illustrate the CIA model is office hours. Due to its apparent importance to faculty and administrators, all community college contracts analyzed included office-hours provisions (see Figure 7).

FIGURE 3

38

ITEM: GRIEVANCE DEFINITION

6.1

CONTRACT ITEM ANALYZER (CIA)

Department: Art
Respondent: Hiza

(1) Proposed or Existing Language	(2) Implications	(3) Alternate Language/Counters/Actions
It is the declared objective of the Union and the Board to encourage the prompt and informal resolution of complaints of faculty members as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of complaints. Definition A "grievance" shall mean a complaint by a faculty member - that there has been a violation, misinterpretation or inequitable application of any of the provisions of this Agreement, or - that he has been treated unfairly or inequitably by reason of any act or condition which is contrary to established policy or practice governing or affecting faculty members.	A. <u>General Administration:</u> - I have problems with the term "inequitable." There are built-in inequities in this contract like anywhere else. "Established practice" has varied in the past so much in my department that we will get many grievances only because I'm trying to straighten out the mess I inherited. - Past practice locks-in the status quo. B. <u>Finance:</u> It could be costly because I see many possible grievances because of the terms "inequitable" and past practices. C. <u>Personnel:</u> - I have a few faculty members who believe they have been treated "inequitably" for the past 20 years. - Also a few members have had "special deals" in the past, and if I change them they will grieve under past-practice. D. <u>Curriculum:</u> E. <u>Other:</u> Certain faculty, because of the nature of their courses, get additional money for supplies. Does this "inequity" mean other faculty can grieve for more money?	<u>Alternative Language:</u> Be sure you delimit grievances to "alleged violations, misinterpretations or misapplications of the contract" only. (Delete a. and b. of the definition.) <u>Compromise:</u> - Keep a. without the word "inequitable." - If you must accept b. also eliminate the word "unfairly."

FIGURE 4

ITEM: GRIEVANCE PROCESS (Paraphrased)
6.2

CONTRACT ITEM ANALYZER (CIA)

Department: Art
Respondent: Mesa

(1) Proposed or Existing Language	(2) Implications	(3) Alternate Language/Counters/Actions
Step 1: After the Union accepts the grievance, it shall be presented in writing to the supervisor, who will arrange for a meeting to take place within 5 days.	A. <u>General Administration:</u> 1. Time-lines are too short and too general (5 calendar or school days). 2. In step 3, it is poor practice to involve the Board directly in a grievance procedure. The Union could "divide and conquer" at the hearing.	<u>Alternative Language:</u> 1. Faculty, not the Union, should bring the grievance to the first level. 2. Days must be lengthened and defined. 3. The first step should be a conference between the faculty member and supervisor only.
Step 2: If the grievance is not resolved in Step 1, the Union may decide to appeal to the appropriate Dean within 7 days. The Dean has 3 days to render a decision.		4. In step 2, the faculty member, not the Union, should decide to go forward.
Step 3: If the grievance is not resolved in Step 2, the Union may decide to appeal to the Board of Trustees Grievance Hearing Committee within 7 days. The Committee has 5 days to render a decision.	B. <u>Finance:</u> 1. This entire process could be very expensive. The Board Hearing and Arbitration (steps 3 and 4) could require court reporter fees, arbitrator fees, and other fees. Who pays for this? Spell it out.	5. The final step before arbitration should be an administrative decision. Get the Board out of the process until the final step. Advisory arbitration is probably inevitable (maybe even binding arbitration). If we have it, let's make sure the Union pays half the cost, that we participate in the mutual selection of the arbitrator, and that the arbitrator's authority is limited to the scope of the contract.
Step 4: If the grievance is not resolved in Step 3, the Union may submit it to arbitration. The decision by the arbitrator is final and binding.	C. <u>Personnel:</u> 1. Union gets too much power. Why should it (the Union) bring me a grievance when I supervise individuals, not the Union. The individuals include both Union and non-Union members. 2. Who should attend the "meeting" in step 1? If I am alone, will they gang up on me? Please clarify this meeting. How can I know the college position on every issue?	6. The last step should not be binding arbitration by an outsider. This final step should be a Board decision.
	D. <u>Curriculum:</u>	
	E. <u>Other:</u> Why should we submit to "binding arbitration"? An outsider would be making important decisions affecting my programs. This is a major step!	

(1) Proposed or Existing Language	(2) Implications	(3) Alternate Language/Comments/Actions
<u>Class Size:</u> A normal class size shall have a maximum of thirty-eight (38) for lecture-discussion type courses, thirty-five (35) for Accounting, thirty-two (32) for Business Math, twenty-nine (29) for English Composition, twenty-eight (28) for laboratory portions of science courses, twenty-two (22) for Technical English, and twenty-three (23) for Data Processing Programming courses. For all other classes, the normal class-size maximum shall be within the guidelines established by past practices during the term of this Agreement. The above-stated normal class-size maximum shall not apply to laboratory situations where there are insufficient stations. Unless the faculty member consents thereto or there is a mishap during registration, including computer error, the above-normal class-size maximum shall not be exceeded, provided that no administrator shall coerce any faculty member into consenting to a class size above the normal class-size maximum. The normal class-size maximum set forth above shall not be exceeded during the registration-program change period.	A. <u>General Administration:</u> Our department will resent the fact that our classes may be larger than all others. Why were we discriminated against? How were the class-size limits determined? Could they be justified? Are you sure that you want to be tied down to past practices? This could make change almost impossible. Remember the Political Science course for advanced students usually only enrolls ten students. Would this verbiage lock us in? What is normal? What is sufficient? The contingencies outlined for registration have no business in a labor contract and are entirely too complex to be understood. The term "coerce" leaves a bad taste in my mouth. This sentence almost guarantees multiple grievances and will prevent administrators from making necessary decisions. The last sentence is too restrictive and deprives chairmen and the Department of needed flexibility. The phrase "shall not" is too strong. Perhaps we should have some goals, but I resent absolute mandates. B. <u>Finance:</u> (See next page.) C. <u>Personnel:</u> Registration, class size, teaching, etc., should be designed to meet student needs and not teacher needs. Staff morale of my department may be hurt by impact of class size. Do class-size limits reflect college values concerning curriculum? Is social science the least important subject in the college? D. <u>Curriculum:</u> Inequitable class-size limits by department may have curriculum implications.	<u>Alternative Language:</u> Class size should never be mentioned in a labor contract. If you are forced to include class size, state everything in terms of goals which are not hard-and-fast absolutes. Flexibility and responsibility for these types of decisions should remain with the chairman.

ITEM: CLASS SIZE
4.3

FIGURE 5 (continued)
CONTRACT ITEM ANALYZER (CIA)

Department: Social Sciences
Respondent: Tubb

(1) Proposed or Existing Language	(2) Implications	(3) Alternate Language/Counters/Actions
If there is any disagreement concerning the guidelines established by past practice with respect to the maximum class size of any course, a representative of the Association, the concerned faculty member(s), and the Vice President shall meet to determine what the guidelines established by past practice are.	A. <u>General Administration:</u> There is no need for a special grievance procedure for class size. This will cause untold headaches, especially since this language includes the Union. I don't like the existing guidelines. This past practice ties my hands!! B. <u>Finance:</u> If future contracts included negotiated lower class size, we may bankrupt the college. C. <u>Personnel:</u> N/A D. <u>Curriculum:</u> N/A E. <u>Other:</u> N/A	<u>Alternative Language:</u> Please don't negotiate an extra grievance process. No language like this should ever be included. Keep Past Practices out!! <u>Compromise:</u> "The board agrees to attempt to observe within reasonable limits and maintain present class-size averages (staffing ratios) subject to space availability, installation of experimental or innovative programs, budgetary limitations and availability of teachers or necessary funds. Decisions on class sizes (staffing ratios) will be made by the department chairman acting in the best interests of the students and will not be subject to challenge through the grievance procedure."

ITEM: TEACHING LOAD
3.1

FIGURE 6
CONTRACT ITEM ANALYZER (CIA)

Division: Natural and Health Sciences
Respondent: I. C. Cells

(1) Proposed or Existing Language	(2) Implications	(3) Alternate Language/Comments/Actions
<u>Teaching Load:</u> 1. The teaching load for full-time teaching faculty is thirty (30) equated credit hours per academic year. Equated credit hours shall be defined as the following ratios: a. One (1) scheduled lecture hour per week per semester equals one (1) equated credit hour. b. One (1) scheduled laboratory hour per week per semester equals one (1) equated credit hour. c. Whenever a section has more than one assigned faculty member, the number of equated credit hours shall be divided by the number of faculty administratively assigned to that section according to the ratio of their respective responsibilities.	<u>A. General Administration:</u> 1. I don't like the 30 hours. Because of all the labs in my division everyone teaches 16 hours per semester in four sections. Does this mean all my teachers will earn overload pay even if they teach only 4 sections? <u>B. Finance:</u> 1. The one-for-one equating of lab hours will cost a fortune! We will get killed in nursing alone, since the nursing instructors spend so much time in the clinical setting. <u>C. Personnel:</u> 1. I can see the fights already. Certain lab teachers have lab assistants who set up for them, others do not. 2. You mean my P.E. teachers get the same credit for basketball as my microbiology teacher! <u>D. Curriculum:</u> Curriculum development will be difficult. My faculty have a tendency to put too many lab hours in a course. This will only make it worse. <u>E. Other:</u> I.C. is incomprehensible to me and probably to an arbitrator.	<u>Alternative Language:</u> 1. Teaching load should be 32 credit hours. 2. Labs should remain as they are—2 hours for one credit. 3. Get rid of I.C. <u>Compromise:</u> Go to 1.5 lab hours equaling one credit—but no more, and exclude nursing (will be too expensive) and physical education (they don't deserve it).

ITEM: TEACHING LOAD
3.2

FIGURE 6 (continued)
CONTRACT ITEM ANALYZER (CIA)

Division: Natural and Health Sciences
Respondent: I. C. Cells

(1) Proposed or Existing Language	(2) Implications	(3) Alternate Language/Counters/Actions
<u>Teaching Load:</u> 2. a. <u>Non-teaching faculty shall work thirty (30) hours per week during the academic year.</u> The days of the week and the hours of the day to be worked during this time will be assigned by the appropriate administrators. Such days will include, but not be limited to, all instructional days, professional days, final examination days, and commencement. All additional hours and days to that specified above will be determined and assigned by each respective supervisor. b. Work may be assigned when the College's administrative offices are not normally open for business, e.g., Saturday. When work is scheduled at these times, each employee's weekly work schedule will be adjusted by mutual agreement so as not to exceed thirty (30) hours per week.	A. <u>General Administration:</u> 1. No. 2 is a real problem. First, who are "non-teaching faculty"? Does this include my lab assistants? 2. In No. 2.a. if "each respective supervisor" determines "additional hours and days," we may have inconsistent and confusing work schedules. B. <u>Finance:</u> 1. Why a 30-hour work week? This is very expensive. 2. To reduce my lab assistants from 40 to 30 hours per week means I have to pay overtime or hire additional personnel. C. <u>Personnel:</u> I can see where some of my faculty who teach would be putting in more hours than counselors. This will cause interpersonal relationship problems. D. <u>Curriculum:</u> N/A E. <u>Other:</u> N/A	<u>Alternative Language:</u> 1. Let's keep our 40-hour work week. 2. Non-teaching faculty are defined as counselors, librarians, and laboratory assistants in the Natural and Health Sciences Labs. 3. Additional days and hours will be assigned by the <u>Dean of Instruction</u>. <u>Compromise:</u> 1. If we must change our work week, how about 37 1/2 hours? I can keep our Labs open and supplied without paying overtime or hiring additional help.

ITEM: TEACHING LOAD
3.3

FIGURE 6 (continued)
CONTRACT ITEM ANALYZER (CIA)

Division: Natural and Health Sciences
Respondent: I. C. Cells

(1) Proposed or Existing Language	(2) Implications	(3) Alternate Language/Counters/Actions
3. The full load for staff in the open lab shall be 22.5 hours (sixty minutes) per week. Open labs include: Reading, Math, Developmental labs, and any other new open labs established. For instructors who are assigned semester-hour courses as well as open lab teaching, the load will be determined by calculating the percent of load in each category.	A. <u>General Administration:</u> Even though I don't have any "open labs" currently, some day I might. 22.5 hours seems like a short week to me! B. <u>Finance:</u> N/A C. <u>Personnel:</u> N/A D. <u>Curriculum:</u> If this language holds up, I can't imagine approving any courses with open labs because I wouldn't be able to staff them without hurting my budget. E. <u>Other:</u> N/A	<u>Alternative Language:</u> I'm unsure here since I don't have these "open labs" but the full load should be more like that of regular lab instructors. <u>Compromise:</u>

ITEM: OFFICE HOURS
7.6

FIGURE 7

CONTRACT ITEM ANALYZER (CIA)

Division: Vocational
Respondent: Swalec

(1) Proposed or Existing Language	(2) Implications	(3) Alternate Language/Counters/Actions
Faculty members shall keep six (6) office hours per week. An office hour is defined as a 50-minute period in which the faculty member is physically present in his/her office.	A. <u>General Administration:</u> Not enough hours. Some faculty will attempt to schedule classes 3 days a week with office hours on those days and hence could be unavailable 2 days a week for other duties such as committees and program responsibilities. B. <u>Finance:</u> N/A C. <u>Personnel:</u> Will cause conflicts among faculty who have to be here 5 days a week because of the nature of their program (example: nursing) and will cause more students to complain to me and my secretary about faculty being unavailable. D. <u>Curriculum:</u> Would probably further reduce afternoon offerings since faculty will not want to spend time on campus in the late afternoon. Could hurt our vocational program in law enforcement when police officers are available to take classes. E. <u>Other:</u> How can we insure that faculty will be available before or after night classes when 60% of my enrollment is generated?	<u>Alternative Language:</u> Faculty members shall be required to keep twelve (12) office hours per week. Faculty members will keep at least one (1) office hour each day of the week, Monday through Friday. At least one (1) office hour will be scheduled before the faculty member's first class of the day, and at least one (1) office hour after the last class of the day. <u>Compromise:</u> Go down to ten (10) office hours per week.

This document demonstrates the utility of the CIA Process Model. This CIA process is a systematic method that may be used to help the community college management team: (1) analyze current contract language, (2) evaluate proposed contract demands, and (3) develop alternative language. The CIA Process allows all management personnel, especially first-line administrators such as division/department chairmen and associate deans, to contribute to the negotiation process. The intent is to improve the collective bargaining process by making it more systematic.

The next page is a sample CIA form (Figure 8) which we encourage you to duplicate and use at your community college as you plan for your next, or perhaps first, round of negotiations.

ITEM:

FIGURE 8

CONTRACT ITEM ANALYZER (CIA)

Department/Division:
Respondent:

(1) Proposed or Existing Language	(2) Implications	(3) Alternate Language/Counters/Actions
	A. <u>General Administration:</u> B. <u>Finance:</u> C. <u>Personnel:</u> D. <u>Curriculum:</u> E. <u>Other:</u> 49	<u>Alternative Language:</u> <u>Compromise:</u> 47

END NOTES

- ¹Higher Education Daily, April 27, 1981.
- ²Chronicle of Higher Education, XX, July 7, 1980, page 7.
- ³The Illinois Trustee, XI, No. 1, July, 1981.
- ⁴Chronicle of Higher Education, XXII, No. 21, July 13, 1981.
- ⁵The Illinois Trustee, XI, No. 1, July, 1981.
- ⁶This study examined 20 Illinois contracts operable during the 1980-81 academic year. Subsequent negotiations may have resulted in changes not reported in this publication.
- ⁷Piland, William E., Ned B. Lovell, and Larry Janes, "Team Management Bargaining Model." Community and Junior College Journal, (Sept. 1981) Vol. 52, No. 1.
- ⁸The inspiration for this section came from the following publication: Collective Bargaining Contract Analyzer, by Wesley A. Wildman and Fred B. Lifton, published by the Illinois Association of School Boards.
- ⁹Chronicle of Higher Education, XXII, No. 21, July 13, 1981, page 5.
- ¹⁰Contractual Agreement between Illinois Community College District 525 and the Joliet Junior College Council of the Will County Federation of Teachers, Local 604, A.F.T., p. 4.
- ¹¹Piland, William E., Ned B. Lovell, and Larry Janes, "Team Management Bargaining Model." Community and Junior College Journal, (Sept. 1981) Vol. 52, No. 1.

APPENDIX A

Unit Membership

College	Included	Excluded
Belleville	Full-time faculty (no definition) Instructors Librarians Counselors Supervisors Department Chairmen Coordinators Partial protection for part-time faculty above 3/5 appointment	
Chicago	Full-time faculty Project Personnel (Training Specialist)	President Deans Vice Presidents Assistant Deans Employees of central administration
Harper	Full-time faculty members Department chairmen Coordinators	Classified staff Other administrative employees
Highland	All full-time faculty members	President and Presidential assistants Deans, Associate Deans Controller Division chairmen Director of Admissions and Records Director of Student Financial Aids and Resource Development Director of College Relations Director of Data Processing Director of Physical Plant and Maintenance Director of Library services Coordinator of Audio/Visual Services Coordinator of Student Activities Director of Auxiliary Services Purchasing Agent and all other administrative and classified personnel

College	Included	Excluded
Illinois Central	Full-time faculty employed for the primary purpose of instructing students. Technical Instructor, Instructor, Assistant Professor, Associate Professor, and Professor	Employees who hold less than full-time faculty appointments Employees who are employed on a part-time or temporary basis or whose positions are funded in any manner from other than normal College funding sources, including but not limited to any contractual or fiscal agent arrangements which may be entered into by the College Division chairmen, assistant division chairmen, or any person employed in an administrative capacity as determined by the Board Confidential, managerial, or supervisory employees
Illinois Valley	All teaching personnel under contract Instructional Assistants (e.g. Lab Supervisors)	President Dean of Instruction Dean of Student Development Dean of Business Services Dean of Continuing Education and Business Services Associate Dean of Career Education Director of Admissions, Records, and Registration Director of Community Education Director of Athletics Director of Computer Services Director of Counseling Director of Financial Aids and Placement Director of Learning Resources Director of Nursing Division Chairmen Coordinator of Cultural Activities Librarians Other Non-teaching administrative personnel Individuals hired to work at the Sheridan Correctional Center
Joliet	All full-time (teaching more than 8 credit hours per semester) faculty members plus counselors librarians advisers department chairpersons	President Other administrators, executives, and supervisory personnel ". . . and the portion of the department chairperson's role that is administrative."

College	Included	Excluded
Lake County	Full-time teaching faculty (teaching 12 or more hours) guidance counselors librarians	President Vice President Deans Business Manager Director of Nursing Central administrative staff Division chairperson or director or similar administrative position which may be created CETA employees Other adjunct employees
Lewis and Clark	Full-time faculty members Counselors Librarians	
Logan	Full-time teaching faculty (an actual list of faculty members is included)	
McHenry	All full-time faculty Division Chairperson Program Coordinators	Confidential employees Those who have authority, in the interest of the employer, to hire, evaluate, discharge, assign, transfer and/or discipline full-time faculty employees or make recommendations using independent judgment
Moraine Valley	All full-time teachers (professors, associate professors, assistant professors, instructors, assistant instructors who are eligible for a scheduled teaching load of 15 equivalent hours or 35 hours or 37.5 hours per week straight time) Counselors Librarians Coordinators Technicians in the testing center Advisers	Managerial or supervisor employees as defined by the NJSB All other employees Interns Student Teachers

College	Included	Excluded
Morton	All teachers, counselors professional librarians	President Business Manager Deans Administrative Assistant Directors
Prairie State	Full-time faculty	
Sandburg	All regular full-time teachers Counselors Teachers on 3/4 load contract	Division Chairperson All other administrators and executive personnel A.V. coordinator All other personnel
Sauk Valley	Full-time instructional staff including librarians, counselors, and audio-visual personnel with regular full-time appointments approved by the board and hold academic rank	President Deans Directors Plant engineer and their assistants and associates Any other individual whose duties are primarily administrative in nature or involved in evaluating employees and making recommendations with reference to dismissal, retention, or other matters dealing with the employees' continuing status
Spoon River	All full-time faculty	
Thornton	All faculty members with a normal load Coordinators Counselors Librarians A.V. Director	President Vice President Deans Assistant Deans Division Director Part-time employees

College	Included	Excluded
Triton	All faculty association members Coordinators not presently on 12-month salary schedule Instructors Counselors Librarians Department chairpersons	Those not on salary schedule B
Waubesaee	All full-time faculty assigned faculty duties Counselors Librarians Divisional chairpersons	Divisional chairpersons relative to their management assignments

APPENDIX B

Glossary of Collective Bargaining Terms

GLOSSARY OF COLLECTIVE BARGAINING TERMS

Arbitration - Method of deciding a controversy under which parties to the controversy have agreed in advance to accept the award of a third party. Arbitration may be advisory or binding.

Checkoff - Arrangement under which an employer deducts from pay of employees the amount of union dues and turns over the proceeds to the treasurer of the union.

Closed Shop - Arrangement between an employer and a union under which only members of the union may be hired. See Union Shop.

Collective Bargaining - A method of determining conditions of employment by the negotiation between representatives of the employer and union representatives of the employees. The results of the bargaining are set forth in a collective bargaining agreement. Collective bargaining, which determines conditions of employment for all workers in a bargaining unit, is to be distinguished from individual bargaining, which applies to negotiations.

Collective Bargaining Contract - A written agreement or contract that comes out of negotiations between an employer or a group of employers and a union. It sets out the conditions of employment (wages, hours, fringe benefits, etc.) and ways to settle disputes arising during the term of the contract. Collective bargaining agreements usually run for a definite period—one, two, or three years.

Conciliation - Efforts by third party toward the accommodation of opposing viewpoints in a labor dispute so as to effect a voluntary settlement.

Confidential Employee. The term "confidential employee" shall mean any employee who is engaged in personnel work in other than a purely clerical capacity, who has access to information subject to use by the Board or its representatives in collective bargaining or employee relations, or who participates in collective bargaining or employee relations on behalf of the Board or its representatives.

Escalator Clause - Clause in collective bargaining contract requiring wage or salary adjustments at stated intervals in a ratio to changes in the Consumer Price Index (CPI).

Fact-Finding Boards - Agencies appointed, usually by a government official, to determine facts and make recommendations in major disputes.

Fringe Benefits - Term used to encompass items such as vacations, holidays, insurance, medical benefits, pensions, and other similar benefits that are given to an employee under his employment or union contract in addition to direct wages.

Glossary of Collective Bargaining Terms, cont'd

Grievance - A formal complaint usually lodged by an individual but sometimes by the union or management, concerning interpretation or application of a collective bargaining contract or traditional work practices. The method of dealing with individual grievances is through a grievance procedure negotiated in the union contract. If a grievance cannot be settled at the supervisory level, it is appealed to ever higher levels of management authority with the last avenue of appeal being grievance arbitration in most cases.

Grievance Procedure - A method of dealing with a complaint made by an individual or by union or management that allows the work place to continue operating without interruption. The complaint concerns an alleged violation, misinterpretation, or misapplication of a contract. The procedure generally provides for discussions of the grievance at progressively higher levels of management authority, with arbitration typically being the last step.

Impasse - That point in negotiations at which either party determines that no further progress can be made toward reaching an agreement. In the public sector, impasses are often resolved by the intervention of a neutral third party, such as a mediator, fact-finder, or an arbitrator.

Independent Union - Local labor organization not affiliated with a national organized union; union not affiliated with a national federation of unions.

Maintenance of Membership - Union-security agreement under which employees who are members of a union on specified date, or thereafter become members, are required to remain members during the term of the contract as a condition of employment.

Management-Rights Clause - Collective bargaining contract clause that expressly reserves to management certain rights and specifies that the exercise of those rights shall not be subject to the grievance procedure or arbitration.

Mediation - Offer of good offices to parties to a dispute as an equal friend of each; differs from conciliation in that mediator makes proposals for settlement of the dispute that have not been made by either party.

Meet and Confer - A particular labor-management relationship which gives public employees the right to organize and make recommendations to management but gives management the right to make the ultimate decision on terms and conditions of employment.

Recognition - The designation granted to an employee organization recognized or certified by the Board as the representative of the employees in an appropriate bargaining unit. Exclusive recognition gives the certified organization the right to arrive at collective agreements with management that apply to all employees of the unit and prohibits the employer from negotiating with any other union.

Glossary of Labor Terms, cont'd

Reopener Clause - A provision in a collective bargaining agreement which states the times and circumstances under which certain parts of the agreement, usually wages, can be renegotiated before the agreement expires. A reopener clause usually provides for renegotiation at the end of a given time period.

Savings Clause - A collective bargaining agreement may also incorporate a savings clause so that if part of the agreement is held to be invalid or unenforceable, the rest of the contract will remain in effect.

Union Shop - A provision in a collective bargaining agreement in which the employer may hire anyone he chooses, but in which all workers must join the union within a specified period of time after being hired (typically 30 days) and must retain membership as a condition of continued employment. The courts have refined this obligation to mean only paying the normal dues and fees that a union member would pay.

Zipper Clause - A provision in a collective bargaining agreement that specifically states that the written agreement is the complete agreement of the parties and that anything not contained therein is not agreed to unless put into writing and signed by both parties following the date of the agreement. The zipper clause is intended to stop either party from demanding renewed negotiations during the life of the contract. It also works to limit the freedom of a grievance arbitrator because he must make his decision based only on the contents of the written agreement.

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